

**Princeton Properties Management, Inc.**  
**Snow Removal Contract**  
**2003-2004 Snow Season**

Ownership Entity: Boulevard Realty LP  
Property: Princeton Park  
Contractor: R & R Lawn Maintenance & Landscaping  
41 Nightingale Road  
Nashua, NH 03062

**1. Staking of Lot:**

Stakes must be in place no later than November 15, 2003 and removed no later than April 30, 2004.

**2. Covered Surface Areas:**

All roadways, fire lanes and main building access points are to be kept clear at all times.

**3. Description of Snow Storm:**

Any accumulation under two inches (2") may require sand and salt (as described in section 5.) at the discretion of the site manager, maintenance supervisor or maintenance personnel on call.

Any accumulation of two inches (2") or more will require plowing and removal of snow. The following actions are required:

- All roadways will be opened up by 6:30 a.m. Snow removal will be completed by 7:00 a.m. under normal conditions. Final clean up will take place between 9:00 a.m. and 11:00 a.m. to allow for removal of vehicles. Plowing will continue at three-inch (3") intervals.
- All parking lots, access roads, fire lanes and handicapped spaces will be cleared and maintained as conditions warrant throughout the storm.
- If a storm continues throughout the workday, travel lanes will be kept open throughout the storm.

- Any locations having bomanite stone surfaces will be treated delicately so as not to damage the stones. Please use caution when plowing. Plowing should be done from the center of the bomanite area towards the tarred or paved surface to avoid catching the plow on the edge of blocks. Management and/or supervisor are available to assist contractor accordingly.

4. Freezing Rain and Ice Storms:

In the event that freezing rain or ice develops, a sand/salt mixture (described in the next section) is to be applied to the above-mentioned surfaces by 7:00 a.m. and throughout the day as conditions require. Contractor must also be on call and made available to the property manager, maintenance supervisor or maintenance personnel on call for special applications or spot sanding/salting.

5. Sanding and Salting:

A sand/salt mixture shall be used consisting of approximately 25% salt and 75% sand. Sand/salt drums will be installed on site by the contractor, as directed by management and shall be maintained by the contractor. Drum(s) will be installed and removed by the same dates set forth for installation and removal of the marking stakes.

- Sand/salt mixture will be applied to all areas as mentioned above after every storm, whether snow, ice or freezing rain
- Additional sanding will be applied as requested by Princeton Properties Mgmt. Inc.
- Spot sanding will be on an as needed application and will vary from storm to storm.
- Contractor will be on call at all times for special sanding applications

SPECIAL CONDITIONS FOR BOMANITE SURFACES:

- DO NOT USE ANY FORM OF ROCK SALT ON BOMANITE
- WHEN PLOWING BOMANITE AREAS YOU MUST PLOW FROM BOMANITE CENTER TOWARD THE TARRED/PAVED SURFACE. NEVER PLOW TOWARDS THE BOMANITE.
- SAND CAN BE USED ON BOMANITE WITH NO SALT IN IT.
- ICEMELT (BLUEFIRE) USED ON WALKWAYS CAN BE USED ON BOMANITE. (Supplied by Princeton Properties)

6. General Conditions:

- Contractor shall provide a list of available equipment with completed contract.
- Contractor, its agents and/or its assigns **MUST** provide a certificate of insurance meeting the owner's requirements (General Liability, Automobile Liability, and Workers Compensation) upon agreement of contract terms, naming the ownership entity and Princeton Properties Management, Inc. as the additional insureds. Payment will not be made without a current COI on file. It is the responsibility of the contractor to ensure that a current COI is maintained.
- Contractor shall be responsible for personal injuries as a result of negligence in the performance of these duties and for any damage due to the negligence of its employees, subcontractors and equipment including any plow damage or damage to parking lot, curb, lawn areas, shrubs, plantings or irrigation systems.

- Contractor agrees to walk the property with the property manager or the maintenance supervisor to generate a list of current parking lot, curb, lawn, shrub, irrigation and landscaping conditions and to take pictures of existing conditions prior to snow removal on or before November 15, 2003 and again at the end of the season. At this time any/all bomanite stone surfaces should be noted so as to assure that the special conditions as outlined above be adhered to in the handling of these surfaces. Should any damage occur during the duration of the contract it will be the contractor's responsibility to make any necessary repairs as previously stated above before final payment can be made. Any outside vendor used to make the necessary repairs must first be approved by Princeton Properties Management, Inc. If the contractor shall be unable to correct the damaged area, Princeton Properties shall hold the right to correct the damage using it's own contractors and deduct the cost from the final payment. If a balance is due to Princeton Properties, the snow removal contractor will pay the balance within thirty (30) days.
- Princeton Properties Management, Inc. has the sole right to cancel the contract for cause, including failure to complete work in a quality manner.

#### 7. Communication:

It is imperative that we are able to communicate with the Contractor management during snow emergencies. Please detail below the main phone number and backup contact for this property.

Main Office Phone: (603) 889 - 0856  
*Area Code - Phone Number*

<u>Roland Fong</u>	<u>President</u>	<u>(603) 860 - 0856</u>
<i>Name</i>	<i>Title</i>	<i>Cell Phone Number</i>
<hr/>	<hr/>	<hr/>
<i>Name</i>	<i>Title</i>	<i>Cell Phone Number</i>

#### 8. Pricing:

##### A. Per season

The seasonal cost for snow removal, inclusive of all plowing and sanding/salting after each storm, as specified in section 5, is \$ 15,680.00. Payment will be made according to the following schedule, in five (5) equal installments

1. December 31, 2003	\$ <u>3,136.00</u>
2. January 31, 2004	\$ <u>3,136.00</u>
3. February 28, 2004	\$ <u>3,136.00</u>

4. March 31, 2004	\$ <u>3,136.00</u>
5. April 30, 2004	\$ <u>3,136.00</u>

Season Total: \$ 15,680.00

Checks will be cut by the above noted dates; please allow time for endorsement and delivery. Payment is subject to approval and maintenance of current certificate of insurance on file at Princeton Properties' corporate offices.

B. Rates for additional services, materials and equipment, as requested by the Property Manager, Maintenance Supervisor, or Maintenance Personnel on call, if applicable:

"Bobcat" per hour rate:	\$ <u>n/a</u> *
Backhoe/loader per hour rate:	\$ <u>90.00</u> *
10 Wheeler per hour rate:	\$ <u>n/a</u> *

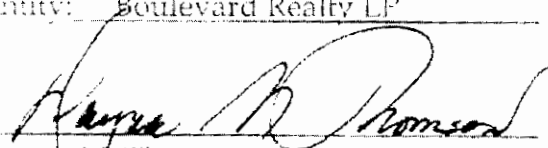
\* These services and equipment are to be used solely for removal of snow from the property or to a designated relocation area on site, not from covered surface areas.

Invoicing for above additional services, materials and equipment is to be due and payable within 30 days of receipt; please allow time for endorsement and delivery. Payment subject to approval and maintenance of current certificate of insurance on file at Princeton Properties' corporate offices.

The above specifications and prices are satisfactory and accepted by:

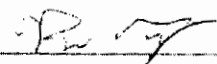
Princeton Properties Management, Inc.  
As managing agent for:

Entity: Boulevard Realty LP

  
Danya M. Thomson  
Senior Vice President (but not individually)

Date: 10/7/03

R+R LANDSCAPING  
Company Name

  
Contractor Signature

ROBERT FORD / President  
Printed name / Title of contractor

Date: 10/06/03